

**EAST COVENTRY TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made this _____ day of _____, 20__, by and between EAST COVENTRY TOWNSHIP, a township of the second class, with a place of business located at 855 Ellis Woods Road, Pottstown, Pennsylvania 19465 (hereinafter referred to as the "Township") and _____ (hereinafter referred to as "Owner/Developer").

WITNESSETH:

WHEREAS, the Owner/Developer is the legal or equitable owner of certain real estate located at or described as follows: _____, in the Township of East Coventry, Chester County, Pennsylvania; and

WHEREAS, the Owner/Developer has presented or will present to the Township sketch plans, preliminary plans and/or final plans (hereinafter, individually or collectively, the "Plans") for subdivision and/or land development; and

WHEREAS, the Owner/Developer has filed or will file the Plans with the Township and has requested or will request review and approval of the Plans to make use of the aforesaid property, which Plans are hereby incorporated herein by reference and made a part hereof; and

WHEREAS, Owner/Developer, in order to permit the Township to review the Plans and determine the propriety of the same, agrees to post financial security in an escrow account held by the Township so that disbursements can be made from the same, as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Owner/Developer and the Township hereby authorize and direct the Township's consulting engineer (hereinafter, the "Engineer"), the Township's consulting land planner (hereinafter, the "Planner"), the Township's consulting traffic engineer (hereinafter, the "Traffic Engineer"), the Township's Solicitor (hereinafter, the "Solicitor") and any other consultants or professionals as determined by Township to be necessary or desirable, to review the Plans and to make such recommendations and reviews as may be necessary with respect to the Plans and to make any and all engineering inspections as required by the Township in the opinion of the Township, its Engineer, Planner, Traffic Engineer, Solicitor or other consultant, in accordance with applicable legal requirements and best practices.

2. The Owner/Developer shall pay (a) the Engineer's charges and fees for reviews and/or recommendations concerning the Plans; (b) the Planner's charges and fees for reviews and/or recommendations concerning the Plans; (c) the Traffic Engineer's charges and fees for reviews and/or recommendations concerning the Plans; (d) other professional fees that the Township, in its sole discretion, deems appropriate for reviews of and/or recommendations concerning the Plans; (e) legal fees for reviews by the Solicitor of any plans, documents or other

legal consultation relating to the application for approval of the Plans and consultant reviews which, in Township's opinion, are necessary or appropriate; and (f) the Township's administrative fees for issuing invoices to the Owner/Developer and administering this Agreement. All charges and fees shall be paid by the Owner/Developer as required by the Township and in accordance with Paragraph 3 hereof.

3. The Owner/Developer hereby agrees to deposit with the Township, within five (5) days of the date of this Agreement, financial security in the amount set forth in the Township's Fee Schedule, to be held in escrow and applied to the payment of all costs and expenses, charges and fees as set forth in Paragraph 2 hereof (the "Escrow"). The Escrow shall be deposited by the Township into an interest-bearing escrow account and the interest thereon shall be added to the Escrow and applied as provided in this Agreement. It is agreed and understood by the parties hereto that neither the Township, nor its Solicitor, Engineer, Planner or Traffic Engineer, shall commence processing of the subdivision or land development review, review of the Plans, or any other applications or requests until the Escrow has been deposited with the Township.

4. In the event the Township determines that the funds in the Escrow will or are likely to be exhausted before the work required of the Engineer, Solicitor, Planner, Traffic Engineer or other consultants will be completed, the Owner/Developer agrees that an additional amount, as determined by Township in its sole discretion, shall be deposited by Owner/Developer within five (5) days from the date of written notice to make such deposit and the amount thereof. Owner/Developer agrees that Township may direct the Engineer, Planner, Traffic Engineer, Solicitor or other consultants to suspend all further work until such additional sums have been deposited with the Township.

5. In the event the Township shall expend or become liable for engineering, professional, legal or administrative costs and expenses in an amount in excess of the deposit required in Paragraph 3 hereof, Owner/Developer agrees to promptly deposit such additional sum with the Township as the Township shall reasonably determine in its sole discretion. All unpaid sums shall accrue interest commencing five (5) days after the due date at the rate of twelve percent (12%) per annum from the due date until paid in full to the Township.

6. The Township agrees to authorize services to be rendered from the Engineer, Planner, Traffic Engineer, Solicitor and other consultants in accordance with the review procedures established by the Township and the Township Subdivision and Land Development Ordinance. Plans shall not be reviewed until the financial security has been paid as provided in this Agreement. Owner/Developer further agrees not to commence work or construction of any sort on the property until authorized to do so by the Township.

7. The Owner/Developer shall pay for any and all legal fees from the Solicitor for the preparation of legal documents, review of any legal documents or plans or any other legal work authorized by the Township relating to the performance of any of the construction as applied for by the Owner/Developer and acceptance of dedication of any improvements to be dedicated to the Township.

8. The Owner/Developer agrees and shall pay any and all engineering and legal costs incurred by the Township for the reviews and inspections which may be required for the

purpose of ensuring compliance with the Plans as filed, and the work to be done complies in all respects to the requirements of the Township and any other laws and regulations of the Commonwealth of Pennsylvania, of the United States or any other regulations or laws required for the work to be performed at Owner/Developer's property.

9. The Owner/Developer agrees and shall pay any and all administrative fees charged by the Township in an amount equal to ten percent (10%) of all monetary amounts invoiced or billed by the Township to the Owner/Developer for all fees or costs incurred by the Township during the review period relating to the Plans and the application of Owner/Developer filed with the Township.

10. The Owner/Developer and the Township further agree that all fees or costs arising out of this Agreement or any fee schedule of the Township in effect, shall be paid promptly upon request by the Township.

11. The Owner/Developer may at any time terminate all further obligations under this Agreement by giving written notice to the Township that it does not desire to proceed with the work, and upon receipt of such notice by the Township, the Owner/Developer shall only be liable to the Township for costs and expenses incurred by the Township to the date and time of its receipt of the notice, provided the Plans and application are officially withdrawn to the satisfaction of the Solicitor.

12. Any unused portion of the Escrow shall be returned to the Owner/Developer upon either (a) full execution of a land development agreement between Owner/Developer and the Township and the establishment of a construction escrow in accordance therewith, or (b) termination by the Owner/Developer of all further obligations under this Agreement in accordance with Section 11 above. In the event the Escrow at any time falls below twenty five percent (25%) of the original Escrow, and it seems likely, in Township's opinion, that costs will run in excess of the unused portion of the Escrow, the Township reserves the right to require an additional escrow deposit from Owner/Developer in an amount up to the original amount of the Escrow. This additional escrow deposit shall be paid when requested and all further review shall be suspended until full payment of the additional deposit has been made.

13. In the event of a dispute concerning the amount of fees, Owner/Developer shall be required to comply with the terms of this Agreement, including provisions requiring prompt replenishment of the Escrow pending a determination of the dispute. Disputes hereunder shall be submitted in accordance with Sections 503 and 510(g) of the Pennsylvania Municipalities Planning Code, as applicable. Dispute of fees shall not, under any circumstances, relieve Owner/Developer from prompt reimbursement and/or replenishment of the Escrow.

14. The Township reserves the right to report to one or more credit reporting agencies a default by the Owner/Developer arising from the failure of Owner/Developer to reimburse the Township for sums expended by the Township on behalf of the Owner/Developer pursuant to this Agreement, provided, that the Owner/Developer has failed to cure the default within thirty (30) days after the Township provides to the Owner/Developer written notice of such default.

15. The Owner/Developer and the Township acknowledge that this Agreement represents their full understanding of the terms hereof and that they intend to be legally bound hereby. This Agreement may not be amended or modified in any manner except by a written agreement signed by all of the parties hereto.

EAST COVENTRY TOWNSHIP

Attest:

Name: David G. Kraynik
Title: Township Manager

BY: _____
Name: Ray Kolb
Title: Chairman, East Coventry Township
Board of Supervisors

DEVELOPER/OWNER

Attest:

BY: _____